

REPORT

FROM

THE SECRETARY OF WAR,

IN ANSWER TO

A resolution of the Senate of January 6, 1846, relative to the mineral lands in Illinois.

JANUARY 13, 1846.—Read.

JANUARY 14, 1846.—Referred to the Committee on Public Lands, and ordered to be printed.

WAR DEPARTMENT, *January 12, 1846.*

SIR: In answer to a resolution of the Senate of the United States of the 6th instant, requiring "the Secretary of War to communicate to the Senate all the information in his department relating to the mineral lands in the State of Illinois, south of the base line and east of the third principal meridian, together with the number of leases or permits to work the same, and the amount of rents, if any, received therefrom," I respectfully transmit a report of the officer in charge of the ordnance bureau, which, together with the copies accompanying the same, contain all the information required by the resolution so far as it can now be furnished by this department.

Very respectfully, your obedient servant,

W. L. MARCY,
Secretary of War.

HON. GEO. M. DALLAS,

Vice President of the United States and President of the Senate.

ORDNANCE OFFICE,

Washington, January 9, 1846.

SIR: In answer to the resolution of the Senate of the 6th instant, calling for information in relation to "the mineral lands in the State of Illinois, south of the base line and east of the third principal meridian, together with the number of leases or permits to work the same, and the amount of rents, if any, received therefrom," I have the honor to report.

Although the superintendence of the lead mines was transferred from the Secretary of the Treasury to the Secretary of War on the 29th of November, 1821, upon a representation of the former to the President of the United States, that his superintendence of them (through the General

Land Office) was extremely inconvenient, and that they had added nothing to the revenue, (see annexed paper, marked A;) and, although this bureau was ordered then to take them in charge, and the Commissioner of the General Land Office was directed to communicate the papers connected therewith, yet it appears, from a report of Colonel Bomford to the Secretary of War of the 30th of March, 1822, that no books of records, or of leases, or proceedings, were turned over to him; and that the latest papers turned over were of the year 1817, and were such only as related to the mines of Missouri and the upper Mississippi; and it is not found that this office was in possession of any knowledge that there were mines in that part of the State of Illinois referred to in the resolution, much less that a reservation had been made there, till the reception of a letter of the 9th of March, 1842, from the Hon. P. Triplett, enclosing one from B. Shackleford, asking a lease of the whole district.

This letter of Mr. Triplett was accompanied by one addressed to him by the Commissioner of the General Land Office under date of the 3d of March, 1842, from which, in connexion with a report from the Shawneetown land office which it enclosed, it appeared that, in the year 1815, there were reserved on account of its lead mineral two tracts south of said base line, viz: Fifteen sections in township No. 11, and ten sections in township No. 12, range No. 7 east; and twenty seven sections in township No. 11; and fifteen sections and two half sections in township No. 12, range No. 9 east. The result of the examinations upon this and other applications was, that Mr. Secretary Spencer decided to grant a permit for one year to Shackleford and his associates to examine and dig for ores over a part of these sections, and to S. Morton and his associates a like permit for the remainder of these sections, conditioned to grant them leases for such as they might select within the year, not to exceed a certain number. These permits having, however, expired by their own limitation, without any selections having been made under them, a report of the fact was made from this office to the Secretary of War September 13, 1843, closing with a recommendation that the reservation be revoked. A copy of this report is annexed, marked B; but it was not acted upon; and this office reported up to November 1, 1844, the reasons why no further permits had been granted in that district. (See Ex. Doc. No. 2, 1st sess. 28th Cong., page 265, and 2d sess. 28th Cong., page 292.)

During the present year, however, several applications having been received for permits to explore these mines, under a revived confidence that they would be found rich in metals, and one of the military storekeepers of this department being released from duty by the breaking up of the depot of arms at Rock island, was ordered to take up his quarters temporarily at these mines, and directed to overlook and certify such selections as might be made under any permits granted by the War Department, and to examine and report as to the condition and probable value of the mines. Several such permits have been granted, thirteen in all; one only of which, that to John Covender, has been returned with the selection thereon duly certified. In this case a lease with the customary form of bond was prepared, and sent to the agent the 12th of November last; but, not having yet been returned executed by Mr. Covender, it has not been submitted for your signature. Copies of the form of permit and of this lease are herewith annexed, marked C and D.

No rents have ever been received from these mineral lands, and no ex-

penses are known to have been incurred beyond what appears from the superintendent's report of the 31st of October last, viz: \$59 11; and it is thought that they will not average more than about \$60 per month.

With a view of throwing all the additional light on the subject which it is in the power of this office to afford, I annex a copy of a report recently received from the superintendent, Mr. Shoemaker, dated the 1st of December last, and marked E.

As this report concerning the mineral lands in the south part of Illinois may lead to an impression that it is a picture of the state of affairs in relation to the whole leasing system, I will venture to add that, from the time when the superintendence was assigned to this office as above stated, up to the 30th of September, 1834, those on the upper Mississippi had yielded 4,929,420 pounds of pure lead as rent. (See Senate Doc. 205, 2d session 27th Congress.) Then arose the general refusal to make further payments, which is described in that document; and it has not been till since the decision of the Supreme Court during its last term that they have yielded much more than the expenses of superintendence; but during the *last six months*, ending the 30th of November last, \$3,306 06 in money and 203,377 pounds of lead in kind have been paid as rent, while the current expenses attending the leasing of them for the same time amount to only \$1,490.

I am, sir, with great respect, your obedient servant,

G. TALCOTT,

Lieutenant Colonel of Ordnance.

Hon. W. L. MARCY,

Secretary of War.

The resolution is herewith returned.

A.

TREASURY DEPARTMENT,

November 29, 1831.

SIR: The superintendence of the lead mines of the United States, heretofore exercised by the Secretary of the Treasury, under the expectation that they might be rendered a productive source of revenue, has been found in practice to be extremely inconvenient, and the product of the mines has added nothing to the revenue, from the want of officers residing in their vicinity to receive the rent which might from time to time become due. I have, therefore, suggested to the President of the United States the propriety of transferring the superintendence of them to the Secretary of War, who, through the agency of the ordnance department, may render them productive; and he has instructed me to inform you that the superintendence is accordingly transferred to the Secretary of that department. I have requested the Commissioner of the General Land Office to communicate such documents as may be in his possession, which may be useful to you in the discharge of the duty which devolves upon you by this decision of the President.

I am, with much respect, &c.,

WM. H. CRAWFORD.

Hon. J. C. CALHOUN,

Secretary of War.

B.

ORDNANCE OFFICE,

Washington, September 13, 1843.

SIR: In the last annual report of the operations of this department, made on the 1st of November, 1842, (see Executive document No. 2, 3d session 27th Congress, page 212,) it was stated that two permits had been granted, embracing all the land in the south part of Illinois, reserved from sale in 1815 as mineral land—one of which permits was granted April 22, 1842, to B. Shackleford and others, and the other July 1, 1842, to S. Morton and others—but that no report of the proceedings under either had been received. These permits, it was stated, had been granted for one year, at the end of which time the grantees were to be entitled to leases for five years, if they had complied with all their stipulations.

Among these stipulations, it was provided that the grantees should keep books exhibiting a true account of all the metal they might obtain; that their books and proceedings should be subject to the inspection of an agent of the United States, and that they should pay over, as rent for the use of the mines, ten per cent. of all the metal extracted. It was further provided that, if it should be deemed by the Secretary of War that the grantees had failed in any of their stipulations, they should cease working and remove from the lands.

Not long after the report above mentioned was made, a letter was received from Captain W. H. Bell, commanding the St. Louis arsenal, who had been directed to visit the lands mentioned in these permits, for the purpose of ascertaining what had been done under them, stating that he arrived there on the 13th of November, but found neither the persons named in the permits, nor any one to represent them; that two or three shafts had been sunk within the bounds of the first permit, but the workmen had abandoned them in consequence of the fall diseases; and that nothing had been done under the other permit beyond an offer of premiums to those who should discover lodes; under which offers, a few men had been at work and raised a quantity of ore, but nothing had been done with it. The letter went on to say that the indications of mineral within the bounds of these permits were very favorable, and, from what he could learn, there was much secret digging within the reserve and its immediate borders, and much ore removed on pack-horses, by persons coming from a distance and acting clandestinely.

Within a few months past, two applications have been received for leases of portions of this reserve, but the applicants were told that no positive answer could be given till a further report, expected from Captain Bell, of the proceedings under the permits, should have been received. That report has since come to hand, and is herewith submitted.

It will be seen that the Captain was still unable, upon this second visit, to obtain an interview with Morton or his associates or agents, and that nothing has been done as contemplated in the permit to them; and as to the other permit, that he gives two letters from Judge Shackleford admitting the failure of himself and associates to comply with the conditions. There is, therefore, now no bar to these lands being leased to others.

But as a system of leasing here, as practised at the upper Mississippi mines, would involve the necessity of a separate agency, and bring with it a train of expenses that would probably swallow up, as they have done

there for the last two years, all the rent, if it did not even bring the department in debt; and as it moreover appears that, before these mines can be successfully worked, it will be necessary to incur the expense of analyzing the ores, it is respectfully submitted whether it would not be better to have the reservation revoked, in order that these lands be no longer withheld from market.

I am, sir, &c.

Hon. J. M. PORTER,
Secretary of War.

C.

Be it known, that there is hereby granted to John Covender, of St. Louis, in the State of Missouri, full permission, for the term of three months from the date of these presents, to examine and dig for lead and other ores, on any part of the lands in the Shawneetown land district, in the south part of the State of Illinois, which were reserved as mineral lands, in the year eighteen hundred and fifteen; provided, that such examination and diggings shall not be made on any tract which may have been selected by any other person, or company of persons, acting under the authority of the Secretary of War, or of the United States agent for said mineral lands; and if the said John Covender shall, at any time within the period above mentioned, select a portion or tract of land in said district, which he desires to occupy for mining purposes, to be described in conformity to the legal subdivisions of the United States surveys, not exceeding in the whole one entire section, mark the corners thereof, and leave a person in charge so as to point out the selection to other persons seeking to make selections, and shall transmit to the Secretary of War, within said time, a description of the tract so selected, accompanied by a plat of survey of the same, exhibiting the courses and lengths of the exterior lines, together with the name and general course of any river, stream, or other water running through, lying within, or bounding the same, together with the bearing and distance of the point of beginning of such survey from some well-known or easily identified natural permanent object; and shall, moreover, keep a true and faithful account of all the ores of every description which he shall dig or allow to be dug on any portion of said tract from the time of selecting the same to the time of execution of a lease as hereinafter mentioned; and which description shall moreover be accompanied by a certificate of the United States agent aforesaid, that such selection does not interfere with any other location made under proper authority; then in such case a lease will be granted under the seal of the War Department to the said John Covender for the tract so described, for the term of three years, upon his tendering a satisfactory bond in a sum not less than three thousand dollars, conditioned for the faithful performance of the conditions of such lease.

And the lease so to be granted will stipulate that the United States, as party of the first part, may, at any time during the continuance of the lease, select and occupy such part of said tract for military purposes as may be deemed necessary, not exceeding in area one-half of a square mile, and such part also as may be deemed necessary for a mineral agency, not exceeding in area one eighth of a square mile, and in both cases free of any charge for

such occupancy ; provided such area or areas shall not include any mine or lode of mineral which is being worked at the time when so selected for occupation. And that the party of the second part shall have full right, during the continuance of the lease, to dig and take from any part of the lands so leased which are not occupied for military purposes or as a mineral agency, all lead, copper, or other ores which they may find thereon, and may erect on said lands, at their own proper cost, such buildings, furnaces, mills, and other works, as may be necessary for the accommodation of themselves, their agents, and workmen, and for the raising of the ores and extracting metals therefrom ; and for these purposes alone may use all such timber, stone, fire wood and other fuel as may be necessary, found on those parts of said tract which may not have been selected as aforesaid for military purposes or for a mineral agency. And that said party of the second part will commit no waste, nor suffer it to be committed, and that at the termination of the lease the said tenant or tenants shall have no claim upon the government of the United States for payment or remuneration for buildings or improvements erected upon the said demised premises, or expenses incurred in their erection.

And in the lease so to be granted, the said party of the second part, for himself, his heirs, representatives, and assigns, will covenant, promise, and agree that the mines, lodes, and deposits of ore discovered or which may be discovered on the land so leased, shall be worked with due diligence and skill ; it being fully understood that the motive for granting the lease is, that these lands shall be worked for mining purposes, and are not to be held as farming lands ; and that all the ores or mineral dug on any part of the land so leased, either by them or others under their permission, shall be smelted within said district, and that no part of the same shall be transported in their crude state beyond the boundary of that district, without special permission in each instance from the party of the first part ; that they will keep, or cause to be kept, in a book or books to be provided by them for that purpose, a true and full account of all of each kind of ore or mineral which may be dug by them, their servants, and assistants, and by each person or company of persons whom they may allow to mine or dig on the tract of land so leased, together with a true and full account of all metals extracted from said ores or mineral ; and that they will moreover make monthly returns to the War Department, or to such officer or agent as may be named by the party of the first part, and in such form as may be prescribed by that party ; which returns shall show the quantity of all ores or mineral dug on the land so leased, not only by themselves and their immediate servants and assistants, but by each person or company of persons distinctly, whom they may allow to mine or dig thereon, together with the full quantity of metal extracted in each case from all ores or mineral so dug, and which books and returns shall be verified by oath in due form of law, if required by the party of the first part. And further, that any superintendent or other agent acting under the authority of the party of the first part, may reside at, or visit at all times, any or all of the mines, mills, or furnaces on the tract of land so leased, and that every facility shall be afforded to him of examining every operation of mining and smelting carried on upon said land ; and that the book or books hereinbefore mentioned shall be at all times open to his inspection.

And the said party of the second part, for himself, his heirs, representatives, and assigns, will further covenant, promise, and agree to pay or cause

to be paid semi annually, (or oftener if required,) as rent to the United States, for the use of the lands so leased, and deliver the same, free of cost, at Shawneetown, or such other place in said district as may be from time to time determined upon by the party of the first part, and to such person as may be appointed to receive it, six pounds out of every one hundred pounds of the metal which may be extracted from all the ores or mineral dug on the land so leased; and that in all these cases this rent shall be paid in metal in the state of refinement to which it may be brought by or for them, by the last refining process to which it may be subjected in said mineral district, and shall be selected of a fair average quality from the better kinds intended by the said lessees for use or sale in market. And further, that they will keep a true account, and make returns in manner hereinbefore mentioned, of all the ores or mineral which they may receive for the purpose of smelting, or may purchase from any other person or company mining in said reserve, beyond the bounds so leased to them, with a true account of the metal extracted from it, and the name of the person or company from whom they may receive it, and the locality of the mine from which it was dug, and will deduct and pay over to the agent of the United States, in manner aforesaid, six pounds out of every one hundred pounds of all the metal so extracted. And in the event that they shall not elect to smelt the ores or mineral that may be dug from the land mentioned in the lease, that then, in such case, they shall deliver or cause it to be delivered to a smelter duly licensed by the United States, or to some one holding a lease of this description, and to none other, and shall allow him or them to deduct therefrom sufficient to enable him or them to pay over the rents at the places and in the manner hereinbefore provided.

And the lease so to be granted will further stipulate, that within three months after the expiration of the three years for which the lease is granted, the said party of the second part, his heirs, representatives, and assigns, will remove from said tract, and surrender peaceable possession of the same, unless they shall, within said three months, obtain a renewal of said lease, as hereinafter provided; and further, that upon the failure of the said party of the second part, his heirs, representatives, or assigns, to conform to and carry into effect any of the promises and agreements above stipulated to be performed by said party of the second part, that the lease shall be void and forfeited, and that said party of the first part may re-enter, take possession of, and lease the abovementioned tract, or any part thereof, to others. And that, upon written notice being served by any authorized agent of the party of the first part, setting forth that said lease is deemed to have been forfeited for cause mentioned in said notice, such notice being given to any partner or agent of said party of the second part, his heirs, representatives, or assigns, or left on said tract in default of any such person being present; the said party of the second part will, within three months, remove from said tract, and surrender peaceable possession of the same, unless they shall in the meantime have remedied the defect complained of, or made such explanations as shall have induced the Secretary of War, or other officer acting under the authority of said party of the first part, to remit the forfeiture, and to grant them written permission to remain.

And at the end of said three years, if Congress shall not in the meantime have passed a law directing the sale or other disposition of these lands, and the party of the second part shall have fully complied with the conditions set forth in such lease, and shall tender a satisfactory bond in a sum not less

than three thousand dollars conditioned for the faithful performance of a new lease, then said party of the second part, or their assigns, shall be entitled to a renewal of such lease for the further term of three years, upon the same terms and conditions, except that for such second term of three years the rent stipulated to be paid shall be ten per cent. of the metal extracted. And at the end of this second term of three years, if Congress shall not then have passed a law directing the sale or other disposition of these lands, and the party of the second part, or their assigns, shall have complied with all the stipulations of such second lease, they shall be entitled to a renewal of it for the further term of three years, upon furnishing in same manner a like new bond for the performance of that lease.

Given at Washington, this sixteenth day of May, in the year of our Lord one thousand eight hundred and forty five.

W. L. MARCY,
Secretary of War.

By virtue of the authority given to me by the foregoing permit, I have selected a tract for the purpose of mining thereon, of which tract the following is a true description : beginning at and being section four in township twelve south, and range nine east, in Hardin county, Illinois ; and pray that a lease may be granted for the same.

Dated at Saint Louis, Mo., this 31st May, 1845.

JOHN COVENDER.

I have carefully examined the description of the tract above applied for, and find that it does not interfere in other parts (besides the southwest quarter of section four) with any other location made under proper authority, and I recommend a lease to be granted, as prayed for, *with the exception* of the southwest quarter of said section, it being private property.

Dated at Elizabethtown, this 28th of October, 1845.

W. R. SHOEMAKER,
Ord. S. K. Sup. Mines.

D.

This indenture, made in duplicate, and entered into this twelfth day of November, in the year of our Lord one thousand eight hundred and forty-five, between the United States of America, acting herein by William L. Marcy, Secretary of War, of the first part, and John Covender, of Saint Louis, in the State of Missouri, of the second part, witnesseth :

That the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, doth by these presents, and by and with the approbation of the President of the United States, grant, lease, and farm unto the said party of the second part, his heirs, representatives, and assigns, (they being citizens of the United States,) for the full term of three years from the date hereof, a certain tract of land, for the purpose of mining for lead and other ores which may be found thereon, which tract of land hereby leased is situate within the region of country in the south part of the State of Illinois, which was reserved from sale in the Shawneetown district, and is composed of the southeast, northeast, and

northwest quarters of section number four, in township number twelve south, range number nine east.

To have and to hold the same for the term aforesaid, unto the said party of the second part, his heirs, representatives, and assigns, upon the following conditions, viz: That the said party of the first part may, at any time during the continuance of this lease, select and occupy such part of said tract for military purposes as may be deemed necessary, not exceeding in area one-half of a square mile, and such part also as may be deemed necessary for a mineral agency, not exceeding in area one-eighth of a square mile, and in both cases free of any charge for such occupancy; provided such area or areas shall not include any mine or lode of mineral which is being worked at the time when so selected for occupation. And the said party of the second part shall have full right, during the continuance of this lease, to dig and take from any part of the lands hereby leased which are not occupied for military purposes or as a mineral agency, all lead, copper, or other ores which they may find thereon, and may erect on said lands, at their own proper cost, such buildings, furnaces, mills, and other works, as may be necessary for the accommodation of themselves, their agents, and workmen, and for the raising of the ores and extracting metals therefrom; and, for these purposes alone, may use all such timber, stone, fire-wood, and other fuel as may be necessary, found on those parts of said tract which may not have been selected as aforesaid for military purposes or for a mineral agency. And the said party of the second part covenants that he will commit no waste, nor suffer it to be committed, and that at the termination of this lease the said tenant or tenants shall have no claim upon the government of the United States for payment or remuneration for buildings or improvements erected upon the said demised premises, or expenses incurred in their erection.

And the said party of the second part, for himself, his heirs, representatives, and assigns, hereby covenant, promise, and agree, that the mines, lodes, and deposits of ore discovered, or which may be discovered, on the land hereby leased, shall be worked with due diligence and skill; it being fully understood that the motive for granting this lease is, that these lands shall be worked for mining purposes, and are not to be held as farming lands; and that all the ores or mineral dug on any part of the land so leased, either by himself or others under his permission, shall be smelted within the district of country aforesaid, and that no part of the same shall be transported in their crude state beyond the boundary of that district, without special permission from the party of the first part; and that they will keep, or cause to be kept, in a book or books to be provided by them for that purpose, a true and full account of all of each kind of ore or mineral which may be dug by them, their servants, and assistants, and by each person or company of persons whom they may allow to mine or dig on the tract of land so leased, together with a true and full account of all metals extracted from said ores or mineral; and that they will moreover make monthly returns to the War Department, or to such officer or agent as may be named by the party of the first part, and in such form as may be prescribed by that party; which returns shall show the quantity of all ores or mineral dug on the land so leased, not only by themselves and their immediate servants and assistants, but by each person, or company of persons, distinctly, whom they may allow to mine or dig thereon, together with the full quantity of metal extracted in each case from all ores or mineral so dug,

and which books and returns shall be verified by oath in due form of law, if required by the party of the first part. And further, that any superintendent, or other agent, acting under the authority of the party of the first part, may reside at or visit at all times any or all of the mines, mills, or furnaces, on the tract of land so leased, and that every facility shall be afforded to him of examining every operation of mining and smelting carried on upon said land; and that the book or books hereinbefore mentioned shall be at all times open to his inspection.

And the said party of the second part, for himself, his heirs, representatives, and assigns, hereby further covenant, promise, and agree to pay, or cause to be paid, semi-annually, (or oftener, if required,) as rent to the United States, for the use of the lands so leased, and deliver the same, free of cost, at Shawneetown, or at such other place within said district as may be from time to time determined upon by the party of the first part, and to such person as may be appointed to receive it, six pounds out of every one hundred pounds of the metal which may be extracted from all the ores or mineral dug on the land so leased, and that in all these cases this rent shall be paid in metal in the state of refinement to which it may be brought by or for them, by the last refining process to which it may be subjected in said district, and shall be selected of a fair average quality from the better kinds intended by the said lessees for use or for sale in market. And further, that they will keep a true account, and make returns in manner hereinbefore mentioned, of all the ores or mineral which they may receive for the purpose of smelting, or may purchase from any other person or company mining in said district, beyond the bounds so leased to them, with a true account of the metal extracted from it, and the name of the person or company from whom they may receive it, and the locality of the mine from which it was dug, and will deduct and pay over to the agent of the United States, in manner aforesaid, six pounds out of every one hundred pounds of all the metal so extracted. And in the event that they shall not elect to smelt the ores or mineral that may be dug from the land mentioned in this lease, that then, in such case, they shall deliver, or cause it to be delivered to a smelter duly licensed by the United States, or to some one holding a lease of this description, and to none other, and shall allow him or them to deduct therefrom sufficient to enable him or them to pay over the rents at the places and in the manner hereinbefore provided.

And it is fully understood and agreed between the parties to this lease, that within three months after the expiration of the three years for which this lease is granted, the said party of the second part, his heirs, representatives, and assigns, will remove from said tract, and surrender peaceable possession of the same, unless they shall within said three months obtain a renewal of this lease, as hereinafter provided; and further, that upon the failure of the said party of the second part, his heirs, representatives, or assigns, to conform to and carry into effect any of the promises and agreements above stipulated to be performed by said party of the second part, that this lease shall be void and forfeited, and that said party of the first part may re-enter, take possession of, and lease the above mentioned tract, or any part thereof, to others. And it is further understood that, upon written notice being served by any authorized agent of the party of the first part, setting forth that this lease is deemed to have been forfeited for cause men-

tioned in said notice, such notice being given to any partner or agent of said party of the second part, his heirs, representatives, or assigns, or left on said tract in default of any such person being present, the said party of the second part hereby covenants, promises, and agrees, for himself, his heirs, representatives, and assigns, that they will, within three months, remove from said tract, and surrender peaceable possession of the same, unless they shall in the meantime have remedied the defect complained of, or made such explanations as shall have induced the Secretary of War, or other officer acting under the authority of said party of the first part, to remit the forfeiture, and to grant them written permission to remain.

And the said party of the first part hereby stipulates and agrees, that at the end of said three years, if Congress shall not in the meantime have passed a law directing the sale or other disposition of these lands, and the said party of the second part, or their assigns, shall have fully complied with the conditions on their part set forth in this lease, and shall tender a satisfactory bond in a sum not less than three thousand dollars, conditioned for the faithful performance of a new lease, then said party of the second part, or their assigns, shall be entitled to a renewal of this lease for the further term of three years, upon the same terms and conditions, except that for such second term of three years the rent stipulated to be paid shall be ten per cent. of the metal extracted. And at the end of this second term of three years, if Congress shall not then have passed a law directing the sale or other disposition of these lands, and the party of the second part, or their assigns, shall have complied with all the stipulations of such second lease, they shall be entitled to a renewal of it for the further term of three years, upon furnishing in same manner a like new bond for the performance of that lease.

In witness whereof, the said Secretary of War, acting for the party of the first part, as aforesaid, hath hereunto set his hand, and caused the seal of the War Department to be affixed, and the parties of the second part have set their hands and seals the day and year first above written.

Signed and sealed by
In presence of

E.

ELIZABETHTOWN, *December 1, 1845.*

SIR: As my report on the state of the mineral lands in this district, directed by you per letter of the 15th July, may be expected at this time, I have to inform you that I have commenced making a minute examination of every section. This I am enabled to do, with the occasional assistance of a guide to show the corners, and then by tracing the lines with a compass. It will require a considerable length of time, however, to complete; and as it was late when I procured a compass, and at a time that my health would not admit of my taking the field, I shall necessarily have to defer the period for my report.

Previous to commencing these examinations, I visited a considerable portion of the reservations, finding them in parts very thickly settled, and many large farms in cultivation on them; at the same time discovered that the chief injury done to these lands has been by killing the *timber* to clear up farms, and by cutting it on those sections that lie near the Ohio

river, for steamboat wood. Both have been done to a vast extent; in the latter an immense trade has been carried on. I immediately put a stop to this destruction of timber, and have at length succeeded in making it generally known that that, or any similar injury, would not be allowed. Further than that, I have not interfered with the settlers on these lands.

Having informed you of what I have done, I have no suggestions to offer at this time "for the protection of the public interests in these mines."

Should a case present itself, however, I shall not fail to advise you of it.

Very respectfully, I am, sir, your obedient servant,

W. R. SHOEMAKER,

Ord. Storekeeper and Sup't Mines.

Lieut. Col. G. TALCOTT.

Ordnance Office, Washington.